

PEST MANAGEMENT ALLIANCE GRANT PROGRAM

PART 1 | 2011–12 SOLICITATION

The California Department of Pesticide Regulation (DPR) is soliciting proposals for its Pest Management Alliance Grant Program. The two-part grant application process begins with submittal of a concept. DPR will then invite groups submitting the highest-ranked concepts to develop proposals.

A PEST MANAGEMENT ALLIANCE IS A DIVERSE, COLLABORATIVE TEAM that may include commodity group representatives, growers, university researchers, urban or industry representatives, landscape professionals, conservation agencies, and sustainability certification programs. Alliance Grant projects enable teams to promote adoption and implementation of integrated pest management (IPM) practices that reduce risks to human health and the environment. Alliance grant projects must provide evidence that adoption is taking place by the end of the grant period. Research may be a minor component of the overall project but DPR will not fund Alliance grant projects that focus on research.

Find summaries of past Alliance grant projects funded by DPR and final reports of project accomplishments at www.cdpr.ca.gov/dprgrants.htm.

INTEGRATED PEST MANAGEMENT

IPM is a long-term, preventive approach to managing pests that combines biological, cultural, physical, and/or chemical options. IPM involves a decision-making process based on pest identification, population monitoring, action thresholds, and knowledge of pest biology. Pest management practices that are effective and economically viable are used in a manner that benefits consumers, growers, farm workers, urban communities, and the environment. Pesticides are used when necessary for effective pest management.

FUNDING

On July 1, 2011, \$400,000 will be available for Alliance Grant projects.¹ Maximum funding for any one project is \$200,000. Projects that receive funding will begin on **September 1, 2011**. Final invoices must be received no later than **May 9, 2014**; there will be no extensions beyond this date. Funding is limited to projects whose primary goal is implementation and adoption of urban or agricultural IPM practices that reduce the use of pesticides of human health or environmental concern.²

PRIORITY AREAS

Projects should focus on implementation and adoption of IPM practices as they relate to these suggested priority areas:

- Volatile organic compound (VOC) emissions
- Structural pest management
- Ground and surface water quality
- Home gardens and landscaping
- Worker health and safety

IMPORTANT DATES

February 7, 2011	Concepts due by 5:00 p.m.
April 7, 2011	Proposals due by 5:00 p.m.
June 30, 2011	Grants awarded
September 1, 2011 ²	Project start date
May 9, 2014	Grant period ends



¹ Pending State Budget approval and approval by DPR's Director.

² "Human health or environmental concern" is intentionally open-ended to allow groups to make their own case for project need and impact. DPR does not maintain a list of pesticides of human health or environmental concern.

ELIGIBILITY

Government and Tribal agencies, universities, colleges, marketing orders, and nonprofit organizations that carry out their projects in California are eligible. DPR employees are not eligible to receive funds. Members of DPR's Pest Management Advisory Committee (PMAC) are not eligible to receive funds unless they recuse themselves from participating in the grant review process. However, the organizations with which the members are associated are eligible for funding. See www.cdpr.ca.gov/docs/pmac/pmaclink.htm for a list of PMAC members. Management Team members (see page 3) cannot have outstanding fines, penalties, or infractions with DPR or the County Agricultural Commissioners.

HOW TO SUBMIT CONCEPTS & PROPOSALS

You may submit concepts and proposals by e-mail, by mail, or in person. Even if you submit your concept or proposal by mail or in person, you must also submit it as a PDF file (see due dates in timelines, this page and p. 4).

By e-mail. E-mail the entire concept or proposal to aschaffner@cdpr.ca.gov as a PDF file. E-mail concepts on or before **February 7, 2011**, and proposals on or before **April 7, 2011**. Files must be received by 5:00 p.m. Allow time for submission, taking into account potential server delays and transmission difficulties.

By mail or in person. Submit concepts and proposals within a sealed envelope. Plainly mark the envelope with the project title, applicant's name, and the words **DO NOT OPEN**, as shown below:

Pest Management Alliance Grant Program
 {Title of Project}
 {Applicant's Name}
 Attn: Ann Schaffner
 Department of Pesticide Regulation
 Pest Management & Licensing Branch
 1001 I Street, 3rd Floor, MS-3A
 Sacramento, California 95812-4015
DO NOT OPEN

By mail. Mailed submissions must be received on or before the due date (see below) by 5:00 p.m.

In person. Bring your packet directly to the Cal/EPA Headquarters Building (1001 I Street, Sacramento, California 95814) and deliver to the first-floor security console by 5:00 p.m. Deliver concepts on or before **February 7, 2011**, and proposals on or before **April 7, 2011**.

CONCEPTS

Concepts are concise descriptions of the Alliance project describing the issues related to IPM the project will address, project goals and objectives, the team members, the target audience³ for outreach, and methods of measuring project success.

TIMELINE FOR 2011 CONCEPTS

Jan. 10	Release Grant Solicitation
Jan. 13	Q & A available at www.cdpr.ca.gov/docs/pestmgt/grants/q_and_a.pdf
Jan. 18	Conference call with prospective applicants at 9:30 a.m. Phone: (888) 982-4610 Passcode: 23073
Feb. 7	Concepts due by 5:00 p.m. (see column to left)
Feb. 17	Notify selected applicants of invitation to develop a proposal

REQUIREMENTS

- Address one or more of the priority areas with an emphasis on reduced-risk solutions. Failure to do so will result in rejection of the concept. For a list of priority areas, see page 1.
- Submit concepts using **Attachment 1. Concept Submission Format**, which has formatting guidelines and the Concept Outline below.
- Submit concept via e-mail as a single PDF file even if you initially submit by mail or in person.

CONCEPT OUTLINE

1. PROJECT BACKGROUND (20 points)

- Which priority area(s) does the project address?
- Describe the pesticide-related problem(s) that the project is addressing and their importance.

2. GOALS & OBJECTIVES (15 points)

Describe the goals and objectives of the project.

³ Typically a subgroup (e.g., local growers in a statewide commodity, golf course association, city parks & recreation department, regional water quality coalition) that serves as the target of project activities used to measure project success. This success is then communicated to a larger audience.

3. PROJECT ACTIVITIES (65 POINTS)

A. Summary (20 points)

- Briefly outline the key activities of the project.
- Provide a timeline for completion of objectives and the project. Assume a start date of **September 1, 2011**, and an end date of **May 9, 2014**, when final invoices must be received.
- Identify the IPM practices advocated by the project and briefly justify their readiness for implementation and adoption. Discuss their effectiveness as pest management tools and their potential environmental and economic costs compared to current conventional practices.

B. Alliance Development (20 points)

- **Stakeholders.** Provide an overview of the types of groups, organizations, and people that are likely to have an interest in the problem, the project, and its outcomes (e.g., growers, residential neighborhoods, business communities, marketing boards, government, nonprofit or environmental groups).
- List the proposed principal investigator(s), the **Management Team**, and their roles in the project. The Management Team consists of those who will make decisions, and meet goals and objectives.
- List the proposed **Team Partners** and their roles in the project. Team Partners provide outreach to stakeholders, complete project tasks, and give feedback to the Management Team.

C. Education & Outreach (10 points)

- List the target audience(s) likely to adopt IPM practices as a result of this project.
- How will the project communicate with the target audience to increase adoption of IPM practices? What outreach will be developed? Do the project results have the potential to reach beyond the target audience? If so, to whom and how?

D. Measures of Success (15 points)

What quantitative and qualitative measures can be used to determine the project's success in meeting its goals and objectives?

DPR staff will score and rank concepts according to the criteria summarized below, inviting those with the highest-ranked concepts to develop a proposal.

CONCEPT SCORING CRITERIA	SCORE
1. PROJECT BACKGROUND (20 points)	
A. How well does the project address priority area(s)?	5
B. Is there a clear problem statement? Is the problem important?	5
C. Are the proposed IPM practices ready for implementation and adoption?	10
2. GOALS AND OBJECTIVES (15 points)	
Do the goals and objectives address the problem?	10
Are goals and objectives realistic?	5
3. PROJECT ACTIVITIES (65 points)	
A. Summary (20 points)	
Is the project clearly explained?	10
Is the project ready for implementation?	5
Will the timeline allow completion of the project?	5
B. Alliance Development (20 points)	
Provide a list of Management Team members, including the principal investigator. Can this team complete the project?	10
Provide a list of Team Partners and their affiliations. Does this include all parties necessary for project success?	5
Are the roles of each team member clearly described?	5
C. Education & Outreach (10 points)	
Is the target audience identified and a clear communication process described?	5
Are there clear and effective ideas for communicating project results beyond the target audience?	5
D. Measures of Success (15 points)	
Is there a clear grasp of project goals and when goals will be met?	5
Is there a clear plan to measure project success in meeting goals and objectives?	10
TOTAL	100

PROPOSALS

Only groups submitting the highest-ranked concepts will be invited by DPR to develop a proposal.

The proposal is an expansion of the concept and should provide straightforward descriptions of the project and the IPM issues it will address. Proposals should include a detailed scope of work, identify measures of project success, secure commitments from team members, and meet the timeline and qualifications listed below.

TIMELINE FOR 2011 PROPOSALS

Feb. 17	Notify successful applicants of invitation to develop a proposal.
Apr. 7	Proposals due by 5:00 p.m. (see p. 2)
Apr. 12	Submit proposal electronically as PDF file by 5:00 p.m.
June 30	Notify successful applicants of grant award.
Sept. 1	Project start date (pending budget approval)

PROPOSAL REQUIREMENTS

FORMATTING

The proposal must not exceed 20 numbered pages. Text must be a minimum 11-point serifed typeface (e.g., Times or Cambria) and printed (if submitting by mail or in person) on 8.5-x-11-inch white paper with one-inch margins. Number all pages in order beginning with the title page.

CHECKLIST FOR SUBMISSION

- ☐ **Attachment 2**, Title & Signature Page
- ☐ Table of Contents
- ☐ **Proposal components**—use the Proposal Outline, components A–I (see column to right)
- ☐ **Attachment 3**, Current Pest Management Practices. Use this attachment to summarize key pests addressed in the proposal (See p. 5.)
- ☐ **Attachment 4**, Task List and Timeline
- ☐ **Attachment 5**, Line Item Budget Form
- ☐ **Attachment 6**, Task–Budget Form
- ☐ **Résumés or curricula vitae** from principal investigator(s)
- ☐ **Letters of commitment** from Management Team members

PROPOSAL OUTLINE

Use the outline below for the format and sequence of the required components of your proposal.

A. TITLE & SIGNATURE PAGE

This will be your first page. Use the form on DPR's Web site (Attachment 2), following the instructions on the top of the page. The original proposal must be signed by a person with authorization to bind the individual, entity, or organization to the grant terms and conditions. If submitting the proposal via e-mail, include an electronic signature.

B. OVERVIEW (10 points)

The overview of the project states why the project is needed and substantiates the assumptions made.

1. Provide an abstract of the project (500 words or fewer).
2. State why the project is needed and who would benefit.
3. Describe the pesticide-related problem(s) addressed and specific pesticide active ingredients involved.
4. Describe the specific IPM practices being advocated by the project.
5. Describe how the project will increase adoption of the proposed IPM practices in California.
6. Discuss how the IPM practices will reduce VOC emissions, or reduce or eliminate pesticide use of human health or environmental concern.
7. Justify why the IPM practices are ready for implementation.
 - a. Are these practices effective pest management tools?
 - b. Are these practices economically viable?

C. GOALS & OBJECTIVES (10 points)

Identify goals for the project and the objectives used to meet those goals.

1. Describe the overall goals for the project. For example: "Reduce the use of organophosphates in fresh-market apple production by 20 percent in three years."
2. Describe measurable objectives, including specific target dates of completion. For example: "Promote use of pheromone mating disruption to manage codling moth by 12 growers with over 20 acres each by the end of the 2011 season."
3. Relate objectives directly to the issues to be addressed.

4. Describe any outcomes expected from the successful completion of this project.
5. Include any environmental and economic benefits resulting from this project.

D. CURRENT PEST MANAGEMENT PRACTICES (10 pts)

Use Attachment 3 to develop this component. Provide a brief narrative summary of key pests addressed in the proposal and the most common practices currently used to manage them. For projects addressing a wide range of pests, use general categories (e.g., structural insect pests, orchard weeds) in place of individual species names.

E. ADOPTION & DELIVERABLES (10 points)

Identify the target audience and the project deliverables, and describe how implementation will be achieved.

1. Describe, in detail, the population or geographic area that will be used as a measure of project adoption. For example: “The project will take place in Fresno city parks, which are visited by thousands of people each year. Classes are expected to reach 100 Fresno PCAs and growers.”
2. Discuss how the project will lead to implementation resulting in reaching project goals and meeting the objectives for the grant.
3. Describe a plan to document and analyze all relevant economic data from the project. Give details of how the project will track economic and labor input to give a true accounting of the costs of IPM practices (e.g., pest monitoring, reduced-risk pesticides, pheromones) compared to standard practices.
4. Describe the framework in place (or planned) to effectively communicate IPM practices, including economic data and other project results to the target audience.
5. Describe any plans for continued implementation that will generate desired outcomes beyond the life of the grant or enable the results to be expanded to new geographic areas or target audiences.

F. MEASURES OF SUCCESS (10 points)

Identify methods that will be used to measure the impact of the project and why the method is appropriate.

1. For each listed objective, describe how success will be measured. Emphasize measures of success that can be quantified numerically.
2. Describe the method for evaluating and measuring how the project has achieved the goals and objectives, including adoption of IPM.
3. Include a plan to document and overcome barriers to success.

G. TEAM (15 points)

Identify the Management Team that meets regularly to make decisions about the project. The ideal Management Team is a diverse group that can collectively address all aspects of the project.

1. Describe the Management Team and each member’s relevant experience. The DPR Grant Manager will participate as part of the Management Team.
2. Identify Team Partners—those involved and participating in the project but not involved in project management.
3. Identify all Team Partners by name, address, and area of expertise or involvement. *If possible, include individuals who already use the proposed practices and could serve as mentors.*
4. Describe any other relevant financial commitments and related work, and how the Alliance work is different or complementary.

H. SCOPE OF WORK (25 points)

Provide a detailed work plan to identify tasks and deliverables for each objective. The scope of work and budget will be key components of the grant agreement and should describe objectives, tasks, deliverables, and key dates.

1. Provide a short narrative of each task and link tasks to objectives. For example: “Task 1: Organize six meetings to demonstrate pheromone technologies to meet Objective 3—Extend project information to all apple growers.”
2. A deliverable is defined as a tangible or intangible product resulting from a project activity. For example: “Produce a field guide of reduced-risk pest management practices in California cotton.”
3. For each task, list the deliverable(s) and a projected date for completion using **Attachment 4**, the Task List and Timeline form. *Assume a start date of September 1, 2011, and an end date no later than May 9, 2014.*

I. BUDGET (10 points)

Provide line-item and task-associated budgets for the project.

1. Provide a budget narrative. Include reports and meetings (see column on right) required by DPR for the project in the proposed budget and scope of work.
2. Use **Attachment 5**, the Line-item Budget Form, to provide a summary of project expenses itemized according to the seven budget categories listed. List any equipment to be purchased costing more than \$500.
3. Use **Attachment 6**, the Task Budget Form to link project expenses to objectives and tasks.
4. Identify objectives for easy reference in the budget and timeline.

PROPOSAL SCORING CRITERIA	SCORE
A. Title & Signature Page. This is the first page. Use the online form and delete the header that says "Attachment 2."	
B. Overview. The reviewers's overall assessment of the project.	10
C. Goals and Objectives. Are project goals reasonable and achievable?	10
D. Current Pest Management Practices. What is the importance of the pesticide-related problem?	10
E. Adoption and Deliverables. Are the IPM practices likely to be adopted? Have the practices been proven effective and economically viable? Is outreach to promote adoption and implementation likely to reach target audiences?	10
F. Measures of Success. Are the measures of success useful for determining if project goals and objectives were met?	10
G. Team. Does the team have the expertise to complete the project successfully? Are a diverse set of stakeholders represented?	15
H. Scope of Work. Is there a clear plan to do the work? Can the tasks and activities be accomplished within the time frame and budget?	25
I. Budget. Will the budget allow completion of the project?	10
TOTAL	100

PROPOSAL SELECTION

Proposals will be reviewed by the Pest Management Advisory Committee (PMAC), a stakeholder group represented by public and private expertise in pest management. PMAC's role in regulation is reviewing and recommending proposals for pest management grants.

REQUIRED REPORTS

Principal investigators must submit quarterly progress reports and semiannual reports. DPR must receive the final report via e-mail by **April 9, 2014**.

Applicants should include a schedule for progress, semiannual, and final reports in their Scope of Work and Task List & Timeline. The exact timing of semi-annual progress reports and the final report will be at the discretion of the DPR Grant Manager and dependent on start date and availability of funds.

The quarterly progress reports summarize project activities, significant milestones accomplished, and problems encountered, and refer to the receipts submitted with the corresponding invoice.

REQUIRED MEETINGS

- **Initial meeting.** Hold a meeting within 30 days of the executed agreement to discuss administrative processes and requirements. At this meeting, the Management Team will review and, if necessary, revise tasks and objectives.
- **Grant Manager.** Hold at least six informal update meetings (may be conference calls) with the DPR Grant Manager at his or her discretion.
- **Management Team.** Hold two meetings each year with the Management Team.
- **Entire team.** Hold two meetings each year to update all team members (may be concurrent with Management Team meeting).
- **PMAC.** Hold one summary PMAC meeting at DPR headquarters or one field tour for invited PMAC and DPR staff during the grant's final year. These meetings will provide information about project goals, objectives, and results.

QUESTIONS?

For questions about this solicitation, contact Ann Schaffner at aschaffner@cdpr.ca.gov or (916) 324-4156.

PART 2 | PROPOSED GRANT AGREEMENT

DEPARTMENT OF PESTICIDE REGULATION 2011/2012 GRANT PROGRAM

PEST MANAGEMENT ALLIANCE GRANT

Awarded By

THE DEPARTMENT OF PESTICIDE REGULATION, hereinafter "Department"

TO

{Name of Grantee}, hereinafter "Grantee"

Implementing "{Name of Project}," hereinafter "Project"

GRANT AGREEMENT NUMBER 11-PML-G00x

The Department of Pesticide Regulation awards this Grant and Grantee hereby accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project pursuant to Food and Agricultural Code section 12798.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose is the {SHORT SUMMARY}.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed xxx,xxx dollars (\$xxx,xxx).

TERM OF GRANT: The term of the Grant shall begin on September 1, 2011 or upon approval of this agreement, and continue through Project completion unless otherwise terminated or amended as provided in the Grant. Absolutely no funds may be requested or invoiced after **May 9, 2014**.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

Department of Pesticide Regulation	Grantee:
Name: {name} Grant Manager	Name: {name} Principal Investigator (PI)
Address: 1001 I Street-MS-A3 PO Box 4015	Address:
City, ZIP: Sacramento, California 95812-4015	City, ZIP: City, California 9____
Phone:	Phone:
Fax:	Fax:
E-mail:	E-mail:

Direct all inquiries to:

Department of Pesticide Regulation (DPR)	Grantee:
Section: Pest Management & Licensing Branch	
Attention:	Attention:
Address	Address
City, Zip	City, Zip
Phone	Phone
Fax	Fax
E-mail	E-mail

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

Exhibit A	SCOPE OF WORK
Exhibit B	INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS
Exhibit C	GENERAL TERMS AND CONDITIONS—2011/2012 GRANTS
Exhibit D	TRAVEL AND PER DIEM EXPENSES
Exhibit E	DEPARTMENT'S ORIGINAL SOLICITATION PACKAGE—Including the Administrative Procedures and Requirements, attachments 4, 5, 6, 7, 8, 9 and 10.
Exhibit F	GRANTEE'S WRITTEN RESPONSE—{name of Grantee}, New Proposal Application—Pest Management Alliance Grant Program entitled "name of project," dated {date}, 2011; xx pages.

GRANTEE REPRESENTATIONS: The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this grant, including all incorporated documents, fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.

IN WITNESS THEREOF, the parties have executed this grant on the dates set forth below.

By: _____
Grantee Signature

By: _____
Department of Pesticide Regulation

Grantee Typed/Printed Name

Date:

Executive Director
Title

Reviewed by:
Office of Chief Counsel

Date:

Date:

///

EXHIBIT A—SCOPE OF WORK

A. COMPLIANCE REQUIREMENTS

If landowner agreements are required, signed copies must be submitted to the Grant Manager before works begins.

If permits are required, the permits must be obtained and signed copies submitted to the Grant Manager before work begins.

State Disclosure Requirements—Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Grant:

“Funding for this project has been provided in full or in part through a grant awarded by the Department of Pesticide Regulation. The contents of this document do not necessarily reflect the views and policies of the Department of Pesticide Regulation, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”
(Gov. Code 7550)

Signage shall be posted in a prominent location at Project site (if applicable) and shall include the Department of Pesticide Regulation logo (available from the Grant Manager) and the following disclosure statement: “Funding for this project has been provided in full or in part through a Grant awarded by the Department of Pesticide Regulation.”

B. WORK TO BE PERFORMED BY GRANTEE (SCOPE OF WORK)

OVERVIEW

GOALS AND OBJECTIVES

TEAM MEMBERS

EXHIBIT B—INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS**A. INVOICING**

1. Invoices shall be submitted using the invoice template provided by the Department. The invoice will be categorized based on the line items specified in the Budget. The original invoice shall be submitted to the Department's Grant Manager on or before March 31, June 30, September 30, and December 31, for the respective years of this grant. The final invoice shall be received no later than May 9, 2014. Such invoicing shall be consistent with the reporting schedule in Exhibit A, Scope of Work.

ADDRESS FOR SUBMITTAL VIA U.S. MAIL	ADDRESS FOR SUBMITTAL VIA OVERNIGHT COURIER
NAME, Grant Manager Pest Management and Licensing Branch Department of Pesticide Regulation 1001 I Street, Third Floor—MS—3A P.O. Box 4015 Sacramento, California 95812-4015	NAME, Grant Manager Pest Management and Licensing Branch Department of Pesticide Regulation 1001 I Street, Third Floor—MS—3A Sacramento, California 95814

2. Invoices submitted in any other format than the one provided by the Department will cause an invoice to be disputed. In the event of an invoice dispute, the Department's Grant Manager along with the Grant Program Analyst will notify the Grantee by initiating an Invoice Dispute Notification form, see Attachment 9. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in delay of receipt and processing of the submitted invoice. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. The Department's Grant Manager along with the Grant Program Analyst has the responsibility for approving invoices.

The amount claimed for the Personnel Services line item and Professional and Consultant Services line item must include a calculation formula (e.g., hours or days worked times the hourly or daily rate = total amount claimed, or monthly salary times percentage of days worked). Invoice payment shall be made only after receipt of a complete, properly documented and accurately addressed invoice.

The Grantee shall not request disbursement for any cost until such cost has been incurred and has been paid by, or is due and payable by the Grantee.

Notwithstanding any other provision of this Grant, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.

Notwithstanding any other provision of this Grant, the Grantee agrees that the Department shall retain an amount equal to ten (10%) percent of the grant amount specified in this Grant until completion of the Project; i.e., when the Grantee has complied with all terms, conditions and performance requirements of this Agreement, as set forth in the Scope of Work, marked as Exhibit A. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.

The invoice shall contain the information as set forth in Attachment 8, Alliance Grant Invoice Example.

The Final invoice shall be clearly marked **FINAL INVOICE** and received no later than May 9, 2014. Additionally, the Grantee shall promptly notify the Department in writing of completion of work on the Project to assure payment of the ten (10%) percent retention withheld from Grantee's funding. Absolutely no funds may be requested or invoiced after May 9, 2014, whatsoever. Any invoice(s) submitted on or after May 9, 2014, will be considered null and void and have no legal effect. All invoices shall be signed under penalty of perjury.

B. BUDGET CONTINGENCY CLAUSE

The maximum amount to be encumbered under this Grant for the 2011/2012 fiscal year ending June 30, 2012, shall not exceed \$xxx,xxx (xxx,xxx dollars).

If the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the Department to make any payments under this Grant. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this Grant. Nothing in this Grant shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Grant with no liability occurring to the Department, or offer a Grant amendment to Grantee to reflect the reduced amount.

C. LINE ITEM BUDGET

Attached hereto and made a part of this agreement is the budget sheet(s) submitted by the Grantee, named "TITLE."

D. BUDGET LINE ITEM FLEXIBILITY

1. Procedure to Request an Adjustment: Grantee may submit a request for an adjustment in writing to the Department, attention: Grant Manager. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Grant Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a written approval by the Grant Manager and are not permissible under this provision unless deemed relevant and project appropriate by the Grant Manager. The Department may also propose adjustments to the budget.
2. The Alliance Grant withholds ten (10%) percent of the total grant award amount. These withheld funds are eligible for release by the Alliance Grant only after the Grant Manager has certified that all work is complete and the final report is received and approved. Because it is equally the responsibility of the Grantee to track the total amount withheld during the Grant term, the Grantee will need to submit a separate Alliance Grant Invoice at the end of the Grant term for the ten (10%) percent withheld. The invoice to release the 10 percent (10%) retention shall be called the "Final Invoice."
3. Remaining Balance: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant, any remaining funds revert to the Department. The Department will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant.
4. Procedure to Request an Amendment: Grantee shall submit in writing to the Grant Manager for any budget change requests greater than ten percent (10%) for the following line items including but not limited to: Personnel Services; Operating Expenses; Travel; Contracts, Equipment, or Construction. The Grantee shall submit a copy of the original Grant Budget Worksheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Such amendment requests shall not increase or decrease the total grant amount. Grantee must have written approval from the Grant Manager, and if deemed necessary by the Grant Manager, the amendment shall be executed by the signatories for both the Department and the Grantee, and made a part of the agreement as an amendment.

E. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowances to the Department. (See Audit clause below.)

EXHIBIT C—GENERAL CONDITIONS, 2011/2012 GRANT

NOTE: Terms and Conditions for the University of California (UC) contain certain variations, edits, and deletions due to the structure and function of the UC system. For information about the UC Terms and Conditions, please contact Gary Knutilla, Staff Counsel at (916) 445-0101, or gknutilla@cdpr.ca.gov.

AMENDMENT—No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or oral agreement, not memorialized by a writing and incorporated in the Grant, is binding on any of the parties.

APPROVAL—The Grantee will not proceed with any work on the Project until authorized in writing by the Department. Such authorization will be transmitted via U.S. Certified Return Receipt Mail, overnight delivery.

ASSIGNMENT—This grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager. The Department contemplated awarding this Grant in part by ascertaining the expertise of the person(s)/entity(-ies) awarded this grant; hence, assignment of the Grantee's research shall not be allowed without such written consent by the Grant Manager.

AUDIT—Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any financial records and supporting documentation pertaining to the performance of this Grant. The Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any context related to performance of this Grant.

COMPLIANCE WITH LAWS AND REGULATIONS—The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements.

COMPUTER SOFTWARE—The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant for the acquisition, operation or maintenance of computer software in violation of copyright laws.

CONFLICT OF INTEREST—Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.

DATA MANAGEMENT—This Project includes appropriate data management activities so that Project data can be incorporated into appropriate Department data systems.

DISPUTES—Grantee shall continue with the responsibilities under this Grant during any dispute. Any dispute arising under this Grant which is not otherwise disposed of by agreement shall be decided by the Chief Deputy Director of the Department, or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the Department's Director. The decision of the Chief Deputy Director shall be final and conclusive unless, within thirty (30) calendar days after mailing of the decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the Director. The decision of the Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the Grantee shall continue to fulfill and comply with all the terms, provi-

sions, commitments, and requirements of this Grant. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the Department, or any official or representative thereof, on any question of law.

FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS—The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

GOVERNING LAW—This grant is governed by and shall be interpreted in accordance with the laws of the State of California.

GRANT MODIFICATIONS—The Department may, at any time, by written order designated or indicated to be a grant modification, make any change in Exhibit A, Scope of Work, for the work to be performed under this Grant so long as the modified work is within the general scope of work called for by this Grant, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Grantee intends to dispute the change, the Grantee must, within ten (10) days after receipt of a written grant modification, submit to the Department a written statement setting forth the disagreement with the change.

INCOME RESTRICTIONS—The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

INDEPENDENT ACTOR—The Grantee, and its agents and employees, if any, in the performance of this Grant, shall act in an independent capacity and not as officers, employees or agents of the Department.

INSPECTION—Throughout the life of the Project, the Department shall have the right to inspect the facilities) (e.g., fields, orchards, offices, laboratories) to ascertain compliance with this Grant. Grantee acknowledges that the Project records and location(s) are public records.

INSURANCE—If applicable, throughout the life of the Project, the Grantee shall provide and maintain auto insurance with the limits set at a minimum of \$100,000/\$300,000/\$100,000, property damage and liability. This insurance shall be issued by a company or companies admitted to transact business in the State of California.

MEDIA EVENTS—The Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of this Grant and provide the opportunity for attendance and participation by Department's representatives.

NONDISCRIMINATION—During the performance of the scope of work listed in this Grant, the Grantee and its employees/agents/subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or denial of family-care leave, medical care leave, or pregnancy-disability leave. The Grantee and its employees, agents, or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

NO THIRD-PARTY RIGHTS—The parties to this Grant do not create rights in, or grant remedies to, any third-party as a beneficiary of this Grant, or of any duty, covenant, obligation or undertaking established herein.

NOTICE—The Grantee shall promptly notify the Department’s Grant Manager in writing of events or proposed changes that could affect the scope or budget of the project proposed under this Grant. The Grantee agrees that no material change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the Department, and the Department has given written approval for such change. “Material” is defined as “More or less necessary; having influence or effect; going to the merits.”

PERMITS, CONTRACTING, WAIVER, REMEDIES AND DEBARMENT—The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Grant, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the scope of work covered by this Grant shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Grant, or as are specifically authorized by the Department’s Grant Manager during the performance of the scope of work detailed in this Grant. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the Department’s Grant Manager. Any waiver of rights with respect to a default or other matter arising under the Grant at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the Department provided for in this Grant are in addition to any other rights and remedies provided by law. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, “Debarment and Suspension.” The Grantee shall not contract with any individual or organization on U.S. EPA’s List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477) www.epls.gov. The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or Grantee;
- Have not within a three-year period preceding the execution of this Grant have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- Have not within a three (3)-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

PROFESSIONALS—The Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

RECORDS—Without limitation of the requirement to maintain Project financial accounts in accordance with generally accepted accounting principles, the Grantee agrees to:

- Establish an official file for the Project that shall adequately document all significant actions relative to the Project;
- Establish separate accounts that will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
- Establish separate accounts that will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;

- Establish an accounting system that will adequately depict final total costs of the Project, including both direct and indirect costs; and,
- Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations;

RELATED LITIGATION—Under no circumstances may a Grantee use funds from any disbursement under this Grant to pay costs associated with any litigation the Grantee pursues against the Department.

RIGHTS IN DATA—The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of the scope of work detailed in this Grant shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant, subject to appropriate acknowledgment of credit to the Department for financial support. The Grantee shall not use the materials for any profit-making venture or sell or grant rights to a third-party who intends to do so.

DEPARTMENT REVIEWS AND INDEMNIFICATION—The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the Department is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the Department and the State against any loss or liability arising out of any claim or action brought against the Department and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Grant or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law, rule or regulation or the release of any toxic substance; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Grant. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the Department and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Grant.

DEPARTMENT ACTION, COSTS, AND ATTORNEY FEES—The Grantee agrees that any remedy provided in this Grant is in addition to and not in derogation of any other legal or equitable remedy available to the Department as a result of material breach of this Grant by the Grantee, whether such material breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant by the Department shall not preclude the Department from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant, it is agreed that the Department shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.

TERMINATION, IMMEDIATE REPAYMENT, INTEREST—This Grant may be terminated by written notice at any time before completion of the Project, at the option of the Department, upon violation by the Grantee of

any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant within a reasonable time as established by the Department. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the Department an amount equal to the amount of grant funds disbursed to the Grantee before such termination.

TIMELINESS—Time is of the essence in this Grant. The Grantee shall proceed with and complete the Project in an expeditious manner.

TRAVEL AND PER DIEM—Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts set forth in Exhibit D. (Note: travel rates are set by Department of Personnel Administration and subject to change. See www.dpa.ca.gov/personnel-policies/travel/employees.htm). No travel outside the State of California shall be permitted, whatsoever.

UNENFORCEABLE PROVISION—In the event that any provision of this Grant is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant shall continue to have full force and effect and shall not be affected thereby.

VENUE—The Department and the Grantee hereby agree that any action arising out of this Grant shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant, if applicable.

WITHHOLDING OF GRANT DISBURSEMENTS—The Department may withhold all or any portion of the grant funds provided for by this Grant in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Grant; or the Grantee fails to maintain reasonable progress toward completion of the Project.

EXHIBIT D—TRAVEL AND PER DIEM EXPENSES

University of California: Any reimbursement for necessary travel and per diem shall be at University of California (UC) rates per State Contracting Manual (SCM) Section 3.18. No travel whatsoever outside the State of California shall be permitted.

For all except UC, the following shall apply:

SHORT-TERM PER DIEM EXPENSES

In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, that is at least 50 miles from the main office, headquarters or primary residence, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

Reimbursement shall be for actual expenses, subject to the following maximum rates:

MEALS

Breakfast	\$6	Receipts are not required for regular short-term travel meals
Lunch	\$10	
Dinner	\$18	
Incidentals	\$6	

LODGING

Statewide	Actual up to \$84 plus tax
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When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

If lodging receipts are not submitted, reimbursement will be for meals *only* at the rates and time frames set forth below.

In circumstances where the contractor cannot obtain the state per diem lodging rate, verification from the hotel that such a rate was not available to the contractor may be submitted to substantiate lodging costs above the per diem rate.

No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from the main office, headquarters or primary residence.

In computing reimbursement for continuous travel of less than 24 hours actual expenses up to the maximum rates will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:

Travel begins at or before 6 a.m. and ends at or after 9 a.m.; breakfast may be claimed.

Travel begins at or before 4 p.m. and ends at or after 7 p.m.; dinner may be claimed.

If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed.

No lunch or incidentals may be reimbursed on travel of less than 24 hours.

Employees on short-term travel who stay in commercial lodging establishments or commercial campgrounds will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

MILEAGE REIMBURSEMENT

Reimbursement for personal vehicle mileage is \$0.51 cents per mile.

VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.

PART 3 | ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

INTRODUCTION

The Alliance Grant's Administrative Procedures and Requirements set forth the procedures for administering the Grant. The following administrative procedures and requirements are incorporated into the grant and describe the administrative reporting requirements, instructions for billing and receiving payment, and fiscal control procedures that are to be followed in implementing the Grant.

The Grantee's Principal Investigator invoices the Alliance Grant Program to receive reimbursement for work set forth in the Scope of Work (Exhibit A) and the Task List and Timeline (Attachment 4). The Alliance Grant Invoice, Invoice Report, and supporting documentation, is sent to the Grant Manager, who along with the Grant Program Analyst, will review, approve, facilitate payment, and track expenditures per line item.

GENERAL GUIDELINES

The Grantee shall not request disbursement for any cost until such cost has been incurred and has been paid or is due and payable by the Grantee. Invoices shall be submitted at a minimum of one (1) time per quarter or at a maximum of one (1) time per month whichever is most convenient for the Grantee.

Payments can only be made to the Grantee; therefore, it is the responsibility of the Grantee to pay all staff, subcontractors, and/or vendors for goods and services rendered.

Grant dollars only fund approved expenses incurred after issuance of the Notice to Proceed and prior to May 9, 2014. Any invoice received after May 9, 2014 will not be paid.

Any changes to the Grant, once a *Notice to Proceed* has been issued, may require an amendment in writing. Budget line-item (Attachment 5) variations aggregating ten percent (10%) or less of the total grant award, may be made during the term of this agreement with prior written approval from the Grant Manager without an amendment. Any budget line-item variation aggregating greater than ten percent (10%) of the total grant award shall require an amendment. It is the Grantee's responsibility to ensure that all claimed costs are appropriate by reviewing the Grant and associated documents, newsletters, e-mails, and other information updates supplied by DPR. All claimed costs shall be directly related to implementation and operation of the Project.

COMMUNICATION

Communications with the Grant Manager and Grant Program Analyst regarding the Administrative Procedures and Requirements described in this section should be conducted via e-mail to record issues discussed and the resolution achieved for future reference.

INVOICING GRANT EXPENDITURES

ALLIANCE GRANT INVOICE

Upon issuance of the Notice to Proceed, the Grant Program Analyst shall send an electronic version of an customized invoice titled, Alliance Grant Invoice for <grant title> to the Principal Investigator. The Alliance Grant Invoice will incorporate the relevant information per the approved Work Plan and Line Item Budget. Each time an invoice has been submitted and processed, a new Alliance Grant Invoice will be sent to the Principal Investigator with updated information provided by the Grant Program Analyst.

To assure prompt and accurate payment, the Alliance Grant Invoice must be used to request reimbursement. *Any other template version submitted will be rejected.*

The Alliance Grant withholds ten (10) percent of the total grant award amount. These withheld funds are eligible for release by the Alliance Grant only after the Grant Manager is satisfied all work is complete and the final report is received and approved. Because it is equally the responsibility of the Grantee to track the total amount withheld during the Grant term, the Grantee will need to submit a separate Alliance Grant Invoice at the end of the Grant term for the ten (10) percent withheld.

All grant invoices must be received by **May 9, 2014**, or the final invoice payment will be void.

ALLIANCE GRANT PROGRESS REPORT

The Alliance Progress Report (Attachment 7) is a one-to-two-page summary of work used to support the Alliance Grant Invoice (Attachment 8), and shall be submitted to the Grant Manager quarterly. The invoice report provides a brief description of the work performed, milestones achieved, and any problems encountered in the performance of the work.

- An Alliance Grant Invoice along with an Alliance Progress Report shall be submitted even if no expenditures occur during a billing period.
- The narrative portion of the report must contain sufficient information to support invoiced charges during the billing period.
- Only expenses covered in the billing period may be claimed. Expenses from previous billing periods must be submitted on a separate Grant Invoice marked "Supplemental."
- Grantee must submit receipts for any single item purchased for the project that exceeds \$50.00.

INVOICE SUPPORTING DOCUMENTATION

The supporting documentation (e.g., legible copies of required receipts) for the Alliance Grant Invoice provides the basis for maintaining auditable files by properly accounting for Grant fund usage. The Grant Program Analyst may request more detailed information to support items invoiced if deemed necessary.

The following documents may be used to support budget line-item expenditures:

Personnel Services

Personnel Services include salaries and benefits for wage-earning personnel. Benefits are calculated as a percentage of salaries that may include contributions made for sick leave, retirement, or insurance. These services shall be broken down by classification or title, rate of pay, number of hours to be delegated to the grant project, and percentage being charged to the Alliance Grant funds.

- A summary of personnel expenses is to be provided in the Alliance Progress Report (Attachment 7).
- Employee timesheets

Operating Expenses

Operating Expenses may include but are not limited to office supplies, in-house printing, and postage. Supporting documents shall be submitted along with the Alliance Grant Invoice for any expenditure costing \$50.00 or more.

- Legible copies of invoices, store receipts, and billing statements. (Not applicable to UC.)
- Types of operating expenses must be listed in the Alliance Progress Report (Attachment 7).

Travel

- Travel includes the cost of lodging, transportation, subsistence, and other associated costs incurred by the management team and team partners during the project term. Travel will be reimbursed at or below the rate allowed for State employees, as specified in the Grant Agreement, Exhibit D.
- A completed Travel Summary (expense) Log (Attachment 10) shall include supporting documentation (e.g., appropriate receipt copies) in excess of \$25.00. (Note: UC travel rates are reimbursed per SCM Section 3.18.)

Equipment

Equipment is defined as any durable, reusable item purchased over \$500. (Not applicable to UC unless equipment is specified in the UC proposal.)

- Approved in the original budget or with prior written approval of the Grant Manager.
- Billing statements, invoices, and receipts.

Contracts

Professional and Consultant Services (subcontracts) include the costs for any consultants needed by the contractor to complete any or all tasks.

- Copy of executed contract
- Billing statements, invoices, and receipts.

Construction

Construction expenses include the estimated costs of materials and labor.

- Billing statements, invoices, and receipts.

Overhead

Overhead consists of a reasonable percentage of all costs, not directly related to the project, but necessary to run your agency while completing your project. Overhead is not to exceed fifteen (15) percent of the total grant amount and cannot be calculated against subcontracted services or equipment.

HELPFUL HINTS FOR SUBMITTING INVOICES

Listed below are some of the problems that have caused delays in processing invoices. Careful review of the Alliance Grant Invoice and the supporting documents will help to eliminate delays.

Overspending a line item. Careful review of the line-item allocation approved in the Alliance Grant Agreement and reflected on the Invoice can ensure that overspending does not occur.

Making incorrect calculations. Make sure that all expenditures are calculated correctly and that the dollar amount matches that of the supporting documentation.

Providing incorrect or inconsistent billing dates. Review the documents to make sure that the reporting period is consistent with the Alliance Grant Report, Alliance Grant Invoice, and supporting documentation.

Using the wrong invoice template. The Grant Program Analyst will provide a customized invoice template to the Principal Investigator when the grant is executed. This is the only invoice template that will be accepted for reimbursement payments.

Providing insufficient supporting documentation. Documentation (e.g., receipts, invoices, Alliance Progress Report) must accompany the Grant Invoices to support all charges over \$50. (Not applicable to UC.)

PROCESSING TIME

There is a 45-day turnaround for processing invoices for payment from the time the invoice is received by the Grant Manager.

INVOICE DISPUTES CAN SUSPEND THE PAYMENT PROCESS

The 45-day processing time resumes when the dispute is resolved. The Grant Program Analyst along with the Grant Manager may issue an Invoice Dispute Notification Form (Attachment 9) when any of the following occurs:

- When Grantee overspends a line item.
- When Grantee provides insufficient documentation to support invoice charges.
- When Grantee is in noncompliance with the agreement, which includes invoicing items not included on the Work Plan/Budget without written Grant Manager approval.

INELIGIBLE PROJECT COSTS

Any expense not directly related to the Grant Project is ineligible. This includes, but is not limited to:

- Costs incurred before issuance to the Notice to Proceed or after the end of the grant term;
- Costs not included in the approved budget;
- Costs currently covered by another grant, or contract;
- Overtime costs (except for local public agency staffing during specially scheduled evening or weekend events that are pre-approved in writing by the Alliance Grant Manager, when law or labor contract requires overtime compensation);
- Out-of-state travel;
- Any food or beverages (e.g., as part of meetings, workshops, training, or events);
- Public education costs not directly associated with the concept of the approved project;
- Profit or markup by the Grantee or partner;
- Purchase of cell phones, pagers, personal electronic and/or digital assistive devices;
- Overhead costs above fifteen percent (15 percent) of the Alliance Grant amount, excluding equipment and contracts;
- Any costs that are not consistent with local, state, and federal guidelines, regulations, and laws.

GRANT PAYMENTS

All payment requests must include:

- An original Alliance Grant Invoice (Attachment 8) signed by the authorized individual;
- A completed Alliance Progress Report (Attachment 7);
- A completed Travel Summary Log, if requesting reimbursement for travel expenses (Attachment 10);
- Documentation supporting all claimed expenditures, legible copies of invoices, billing statements, and receipts for expenses of \$50.00 or more. (Not applicable to UC.)

ALL FORMS MUST HAVE ORIGINAL SIGNATURES IN BLUE INK

AUDIT/FISCAL REVIEW

An audit/fiscal review shall be conducted by the Grant Program Analyst during the term of the agreement. The focus will be to review original expenditure documents and the formulas or percentages used to calculate the Alliance Grant funds billed. Original documents to be reviewed may include but are not limited to:

- Personnel Services reports
- Procurement receipts
- Billing statements

- Subcontract invoices
- Travel claims

PROJECT COMPLETION

Grant closure will occur: (1) upon the determination by the Grant Manager that all requirements of the Grant have been satisfactorily completed, or (2) the end of the Grant term, whichever comes first. The final report shall be approved before the final payment request is forwarded to the State Controller's Office for payment.

The Grantee must submit a separate Alliance Invoice at the end of the Grant term requesting the ten (10) percent withheld on or before May 9, 2014.

EXCEPTIONS TO THESE ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

Any exceptions to these *Administrative Procedures and Requirements* must be requested and approved in writing by the Grant Manager before any grant fund expenditures. The request will be reviewed and a determination made as soon as possible, usually within ten (10) working days of receipt of the request.

PART 4 | GLOSSARY OF TERMS

ADJUSTMENT—A minor change to an executed grant agreement not requiring a formal amendment. An adjustment may include a budget adjustment aggregating 10 percent of the Alliance Grant award (e.g., transferring funds between line items), or changes in contact information. An adjustment must be pre-approved in writing by the Grant Manager.

ALLIANCE PROGRESS REPORT (Attachment 7)—A one-to-two-page summary that accompanies the Alliance Grant Invoice and provides a brief description of the work performed, milestones achieved, and any problems encountered in the performance of the work.

AMENDMENT—A formal change to an executed grant agreement, such as the term dates, scope of work, or due dates. An amendment is needed to move funds between line items in excess of an aggregated 10 percent of the Alliance Grant award. An amendment must have written approval from the Grant Manager, and must be executed by the signatories for both the Department and the Grantee.

APPLICANT—A qualified group requesting funds to implement proposed IPM Projects in California. Applicants can be from public or private institutions (e.g., commodity boards, licensed pest control businesses, school districts, or resource conservation districts).

BUDGET—A detailed itemization of all eligible costs required to complete the grant project that delineates grant funds requested.

CONTINGENCY—Dependent upon conditions or events not yet established.

DESIGNATED SIGNATORY—The individual(s) authorized to sign the grant application, the Grant Agreement, and other grant-related documents. Such authority may require a resolution by the local political subdivision's board or council.

DIRECT COST—Eligible costs specifically associated with planning and implementing the grant project.

ELIGIBLE COSTS—Costs included in the approved Budget and incurred within the grant term.

EQUIPMENT—The term equipment, in relation to the grant agreement or line-item budget, refers to any single piece of durable and reusable equipment item costing \$500 or more.

ENDORSEMENT—Written approval or validation.

ESTIMATE—A written statement of the approximate charge for the grant work proposed, submitted by an individual or company ready to undertake the work.

EVALUATION—Assessment methods used to measure the success of the grant project.

GRANT AGREEMENT OR GRANT—The legally binding document enumerating the rights and duties of the Department of Pesticide Regulation and the Grantee regarding the Pest Management Alliance Grant. The document consists of a cover sheet, *Terms and Conditions*, *Procedures*, and *Requirements*, the Grantee's approved Work Plan and Budget, and attachments, and is signed by the Grantee's designated signatory and the Director of the Department of Pesticide Regulation or his/her designated signatory.

GRANT AWARD—Amount of money awarded by the Department of Pesticide Regulation to complete the proposed grant project.

GRANT FUNDS REQUESTED—The total number of dollars requested from the Pest Management Alliance Grant to conduct a project.

GRANT MANAGER—The Alliance Grant Manager’s role is to provide support and technical oversight for grant projects. Along with the Grant Program Analyst, the Grant Manager will review and approve project expenditures.

GRANT PROGRAM ANALYST—A person designated by the Department of Pesticide Regulation who is responsible for the administrative aspect of the grant agreement. The Program Analyst, along with the Grant Manager, will review, approve, facilitate payment, and track funds expended per line item.

GRANTEE—The organization receiving an award from DPR to conduct an Alliance Grant project.

INELIGIBLE COSTS—Includes but is not limited to costs incurred prior to the Notice to Proceed, after the end of the grant term and costs not included in the approved budget.

LETTER OF SUPPORT—A letter written by businesses, organizations, or community members stating their support of the applicant’s proposed project.

MANAGEMENT TEAM—The group that meets regularly to make decisions about the project. The ideal management team is a diverse group that can collectively address all aspects of the pest management project.

NOTICE TO PROCEED—The formal letter from DPR authorizing the Grantee to start work on the grant project.

OPERATING EXPENSES—Includes but is not limited to printing, postage, office supplies, and equipment of a durable/re-usable nature costing less than \$500.

OVERHEAD COSTS—Expenditures not capable of being assigned or not readily itemized to a particular project or activity, but considered necessary for the operation of the organization and the performance of the grant.

PEST MANAGEMENT ADVISORY COMMITTEE (PMAC)—A broad group of stakeholders established in law (FAC Section 12536) to advise DPR on pest management issues. It is comprised of growers, processors, industry, public interest groups, public and private research and educational institutions, government agencies, and individuals knowledgeable about pest management.

PROGRESS REPORT—A detailed description of all work completed to date that includes an indication of the state of completion (percentage) of all the tasks listed in the Work Plan, a discussion of anticipated accomplishments for the next reporting period, a discussion of problems or special situations encountered during the reporting period and the Grantee’s response to those problems or situations, plus a copy of all final public education, advertising, or promotional materials produced, purchased, and/or distributed with grant funds.

PROJECT COST—All costs incurred by the Grantee in performing the grant project. (The Alliance Grant will only reimburse eligible costs incurred by the Grantee.)

PROFESSIONAL AND CONTRACTUAL SERVICES (CONTRACTS)—Budget line item used when the grant recipient contracts out services that require a recommended course of action or personal expertise.

PRINCIPAL INVESTIGATOR—An employee designated by the grant recipient’s organization, responsible for the management of the technical and administrative aspects of the grant agreement. The Principal Investigator is ultimately responsible for the completion of the project and adhering to the terms of the agreement.

REASONABLE COSTS—Moderately priced for the geographical location.

RESOLUTION—A formal authorization by the local political subdivision with authority to participate in, or apply for, and accept this grant, as applicable.

RÉSUMÉ OR CURRICULUM VITAE—A brief, written account of personal, educational, and professional qualifications and experience.

SIGNATORY AUTHORITY—The person duly authorized and empowered to execute in the name of the applicant all grant-related documents.

TASKS—The specific activities conducted to complete a grant project.

TARGET GROUP—Typically a small group (e.g., local growers in a statewide commodity, local golf course association, city parks and recreation department, or regional water quality coalition) of a larger related group that will be the target of project activities and that will be used to measure project success.

TEAM PARTNERS—Those involved in the activities of the Alliance Grant project but not part of project management.

SCOPE OF WORK/WORK PLAN—The detailed listing of all tasks and subtasks necessary to complete the proposed grant project. Formally termed “Methodology.”